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No. 80357-9

**IN THE SUPREME COURT
OF THE STATE OF WASHINGTON**

RAJVIR PANAG, on behalf of herself and
all others similarly situated,
Respondent,

v.

FARMERS INSURANCE COMPANY OF WASHINGTON, a foreign
insurance company, and CREDIT CONTROL SERVICES, INC., dba
Credit Collection Services,
Petitioners.

**STATEMENT OF ADDITIONAL AUTHORITIES BY
PETITIONER FARMERS INSURANCE COMPANY OF
WASHINGTON**

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Attorneys for Petitioner Farmers Insurance
Co. of Washington

ORIGINAL

Under RAP 10.8, the Petitioner, Farmers Insurance Company of Washington ("Farmers"), respectfully requests that the Court consider additional authority that supports the third basis for review, namely, whether the Court of Appeals misconstrued the requirement of "injury to business or property" in the Consumer Protection Act by equating investigative expenses -- including the purchase of a credit report -- with actual injury. *See* Farmers' Petition for Review, at 2, 17-19 ("[t]he Court of Appeals' decision invites abuse by erroneously equating the cost of investigation with injury").

The additional authority includes:

(1) *Pisciotta v. Old National Bancorp.*, ___ F.3d ___, 2007 WL 2389770, *2 (7th Cir. Aug. 23, 2007) ("the expenditure of money to monitor one's credit is not the result of any present injury, but rather the anticipation of future injury that has not yet materialized.") (citing *Forbes v. Wells Fargo Bank, N.A.*, 420 F. Supp.2d 1018, 1021 (D. Minn. 2006));

(2) *Randolph v. ING Ins. and Annuity Co.*, 486 F. Supp.2d 1, 8 (D. C. Cir. 2007) ("even if individual plaintiffs have purchased and paid for credit monitoring services, the 'lost data' cases . . . clearly reject the theory that a plaintiff is entitled to reimbursement for credit monitoring services or for time and money spent monitoring his or her credit");

(3) *Kahle v. Litton Loan Servicing LP*, 486 F. Supp.2d 705, 713 (S.D. Ohio 2007) (“[i]t is Plaintiff’s choice to obtain credit monitoring; however . . . this Court cannot find the cost of obtaining that credit monitoring to amount to damages . . . Plaintiff has failed to establish an injury . . .”);

(4) *Forbes v. Wells Fargo Bank, N.A.*, 420 F. Supp.2d 1018, 1020-21 (D. Minn. 2006) (“the plaintiffs’ injuries are solely the result of a perceived risk of future harm. Plaintiffs have shown no present injury or reasonably certain future injury to support damages for any alleged increased risk of harm.”).

DATED: September 5, 2007.

STOEL RIVES LLP



Stevan D. Phillips, WSBA #2257
Rita V. Latsinova, WSBA #24447

Attorneys for Petitioner Farmers
Insurance Co. of Washington

NO. 80357-9

SUPREME COURT OF THE STATE OF WASHINGTON

RAJVIR PANAG, on behalf of herself and all others similarly situated,
Respondent,
v.

FARMERS INSURANCE COMPANY OF WASHINGTON, a domestic
insurance company, and CREDIT CONTROL SERVICES, INC. d/b/a
Credit Collection Services,
Petitioner.

CERTIFICATE OF SERVICE

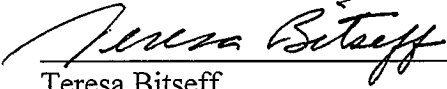
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I declare under penalty of perjury under the laws of the State of Washington that the following is true and correct. I am employed by the law firm of Stoel Rives LLP. At all times hereinafter mentioned, I was and am a citizen of the United States of America, a resident of the State of Washington, and over the age of 18 years, not a party to the above-entitled action, and competent to be a witness herein. I arranged for true and correct copies of the **STATEMENT OF ADDITIONAL AUTHORITIES BY PETITIONER FARMERS INSURANCE COMPANY OF WASHINGTON, and CERTIFICATE OF SERVICE** to be served on the individuals below by the means described:

Mathew J. Ide, Ide Law Offices 801 Second Avenue, Suite 1502 Seattle, Washington 98104 Co-Counsel for Respondent	<input type="checkbox"/> hand delivery <input type="checkbox"/> facsimile transmission <input type="checkbox"/> overnight delivery <input checked="" type="checkbox"/> mailing with postage prepaid
Murray T. S. Lewis, Lewis Law Firm 2400 East Roy Street Seattle, Washington 98112 Co-Counsel for Respondent	<input type="checkbox"/> hand delivery <input type="checkbox"/> facsimile transmission <input type="checkbox"/> overnight delivery <input checked="" type="checkbox"/> mailing with postage prepaid
Melissa O'Loughlin White/John Granger Cozen O'Connor 1201 Third Avenue, Suite 5200 Seattle, Washington 98101 Counsel for Defendant Credit Control Services, dba Credit Collection Services	<input type="checkbox"/> hand delivery <input type="checkbox"/> facsimile transmission <input type="checkbox"/> overnight delivery <input checked="" type="checkbox"/> mailing with postage prepaid
Philip A. Talmadge Talmadge Law Group PLLC 18010 Southcenter Parkway Tukwila, WA 98188-4630 Counsel for Defendant Credit Control Services, dba Credit Collection Services	<input type="checkbox"/> hand delivery <input type="checkbox"/> facsimile transmission <input type="checkbox"/> overnight delivery <input checked="" type="checkbox"/> mailing with postage prepaid

Executed on September 5, 2007, at Seattle, Washington.


Teresa Bitseff